

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

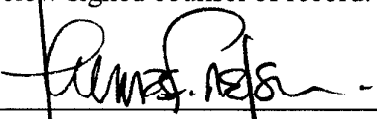
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|--------------------------|---|---------------------------------|
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| CARRIAGE SERVICES, INC., | ) | No. 02-CV-4902 ADM/AJB          |
|                          | ) |                                 |
| Plaintiff,               | ) |                                 |
|                          | ) |                                 |
| vs.                      | ) | <b>STIPULATION AND ORDER</b>    |
|                          | ) | <b>WITH RESPECT TO RELEASE</b>  |
| WINTHROP RESOURCES       | ) | <b>AND RETURN OF PREVIOUS</b>   |
| CORPORATION,             | ) | <b>RULE 67 DEPOSIT IN COURT</b> |
|                          |   |                                 |
| Defendant.               |   |                                 |
| <hr/>                    |   |                                 |

The parties to the above-captioned action, by and through their undersigned and respective counsel of record, hereby stipulate and agree as follows:

1. By separate and simultaneous stipulation and proposed order, the parties to this action have agreed and confirmed that this action, having been fully settled and compromised, including all claims and counterclaims asserted therein, may be and is dismissed with prejudice (with each party bearing its own costs, disbursements and attorneys' fees). A copy of said stipulation and proposed order is attached hereto.
2. In connection with the commencement of this action, the plaintiff requested and received leave of this Court to make a deposit with the Clerk of the Court pursuant to Rule 67 of the Federal Rules of Civil Procedure. The affidavit in support of such request by plaintiff's counsel, David R. Crosby, is dated January 2, 2003. This Court (The Honorable Ann D. Montgomery) granted leave for such deposit by Order dated January 2, 2003; and thereafter the plaintiff deposited with the Clerk of the Court the amount of \$98,906.00.

3. In connection with the settlement, compromise and dismissal of this action, the parties have agreed and do agree that the above-described Rule 67 deposit of \$98,906 (together with applicable interest, if any) may be released by the Clerk of the Court and returned to the plaintiff, to and through plaintiff's below signed counsel of record.

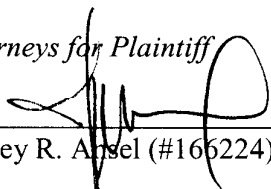
Dated: February 27, 2003

  
\_\_\_\_\_  
Thomas F. Nelson (#154040)  
David R. Crosby (#237698)

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*Attorneys for Plaintiff*

Dated: February 27, 2003

  
\_\_\_\_\_  
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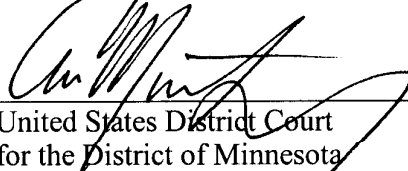
*Attorneys for Defendant*

**ORDER**

Based on the foregoing Stipulation of the parties, IT IS HEREBY ORDERED, that the plaintiff's Rule 67 deposit in Court of \$98,906.00 (together with applicable interest, if any) may be released by the Clerk of the Court and returned to plaintiff Carriage Services, Inc., to and through plaintiff's below-signed counsel of record, Thomas F. Nelson, of the Leonard, Street and Deinard law firm.

Dated: March 6, 2003

BY THE COURT:

  
United States District Court  
for the District of Minnesota